

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

QUALCOMM INCORPORATED,)	
a Delaware corporation; and)	
QUALCOMM TECHNOLOGIES, INC.,)	
a Delaware corporation,)	
)	
Plaintiffs,)	C.A. No. 24-490 (MN)
)	
v.)	
)	
ARM HOLDINGS PLC., f/k/a ARM LTD.,)	
a U.K. corporation,)	
)	REDACTED PUBLIC VERSION
Defendant.)	

**PLAINTIFFS' STATEMENT OF UNDISPUTED MATERIAL FACTS IN
SUPPORT OF THEIR MOTION FOR PARTIAL SUMMARY JUDGMENT**

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TABLE OF CONTENTS

I.	THE RESOLUTION OF THE ARM ACTION.....	1
II.	ARM’S DEFENSES PREMISED ON THE ARM ACTION	2
III.	THE [REDACTED] [REDACTED]	2
IV.	QUALCOMM’S [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]	4
V.	ARM’S [REDACTED] [REDACTED]	5
VI.	QUALCOMM’S HARM FROM BREACH OF CONTRACT	6

I. THE RESOLUTION OF THE ARM ACTION

1. On August 31, 2022, Arm Ltd. sued Qualcomm Inc., Qualcomm Technologies Inc., and Nuvia Inc. alleging that Qualcomm and Nuvia had breached Nuvia’s Architecture License Agreement (“ALA”) with Arm and that Qualcomm was required to destroy all products incorporating technology started at Nuvia.¹ Ex. 46 at ¶¶ 62-64, 68, Prayer for Relief.

2. Qualcomm filed a counterclaim in the Arm Action seeking in part a declaratory judgment that neither Qualcomm nor Nuvia breached the Nuvia ALA or Technology License Agreement (“TLA”), and that “[a]fter Qualcomm’s acquisition of NUVIA, Qualcomm’s architected cores . . . are fully licensed under Qualcomm’s ALA and TLA for the full terms of those licenses.” Ex. 42 at 83-84.

3. On December 20, 2024, the jury in the Arm Action found that “Qualcomm CPUs that include designs acquired in the Nuvia acquisitions are licensed under the Qualcomm ALA” and that Qualcomm had not “breached Section 15.1(a) of the Nuvia ALA.” Ex. 41 at 1. The jury did not reach a decision regarding the question of whether “Arm prove[d] by a preponderance of the evidence that Nuvia breached Section 15.1(a) of the Nuvia ALA.” *Id.*

4. Arm filed a post-trial motion for judgment as a matter of law on the question of whether Qualcomm’s ALA granted a license to CPUs that include designs acquired in the Nuvia acquisition. Ex. 43 at 1. Arm also sought judgment as a matter of law on the questions of whether Qualcomm and Nuvia breached Section 15.1 of the Nuvia ALA. *Id.* at 1, 9-10. Alternatively, Arm sought a new trial. *Id.* at 1. Nuvia sought judgment as a matter of law on Arm’s claim against Nuvia for breach of Section 15.1(a) of the Nuvia ALA. Ex. 44.

¹ Docket entries from *Arm Ltd. v. Qualcomm Inc. et al.*, C.A. No. 22-1146 (D. Del) are cited as “Arm Action, D.I. [x].”

5. On September 30, 2025, the Court denied Arm’s motion for judgment as a matter of law or a new trial, and granted Nuvia’s motion for judgment as a matter of law as to Arm’s failure to prove harm from Nuvia’s alleged breach. Ex. 40. Also on September 30, 2025, the Court entered final judgment “that (1) Nuvia did not breach the Nuvia ALA, (2) Qualcomm did not breach the Nuvia ALA, and (3) Qualcomm was licensed under the Qualcomm ALA.” Ex. 45.

II. ARM’S DEFENSES PREMISED ON THE ARM ACTION

6. In the fall of 2022, Arm stopped providing to Qualcomm technology that Qualcomm licensed under the Qualcomm ALA, which is used to verify Qualcomm’s custom CPUs (“Verification Technology”). Ex. 5 (Weidmann) at 207:11-211:7; Ex. 6 (Trivedi) at 31:6-33:14, 111:2-6, 113:2-11; Ex. 1 at § 5.

7. Qualcomm notified Arm on November 3, 2022, and December 5, 2022, that failing to deliver this Verification Technology breached the parties’ ALA. Ex. 7. Arm continued to withhold Verification Technology until January 2025, after the jury’s verdict in the Arm Action. Ex. 8 at 96:25-98:25.

8. Arm claims that it was justified in withholding this Verification Technology because Qualcomm’s custom CPUs were “unlicensed” because they were “Nuvia-based.” *E.g.*, D.I. 234 at 39; Ex. 38 at 9-10, 45.

III. THE QUALCOMM TLA’S [REDACTED]

9. Qualcomm and Arm entered into a Technology License Agreement (“TLA”) with an effective date of May 30, 2013. Ex. 2; *see also* D.I. 234 ¶¶ 3, 214, 222.

10. [REDACTED] the TLA provides that [REDACTED]

[REDACTED]. Ex. 2 at [REDACTED]

11. [REDACTED] of the TLA is entitled [REDACTED] and [REDACTED] contains

[REDACTED] Ex. 2 at [REDACTED]

12. [REDACTED] of the parties' TLA requires:

[REDACTED]

Ex. 2 at [REDACTED] (underlining in original).

13. [REDACTED] of the parties' TLA provides:

[REDACTED]

Ex. 2 at [REDACTED]

14. Pursuant to [REDACTED] if Arm [REDACTED]:

[REDACTED]

Ex. 2 at [REDACTED]. This remedy is [REDACTED] for Arm's failure [REDACTED]

[REDACTED]

[REDACTED] Ex. 2 at [REDACTED]

IV. QUALCOMM'S [REDACTED]

15. In [REDACTED] the cores Cortex-A720 (codenamed [REDACTED] and Cortex-A520 (codenamed [REDACTED]), as well as three peripheral IPs. Ex. 17. Arm discussed internally that [REDACTED]

[REDACTED]

[REDACTED] Ex. 19 at -202; *see also* Ex. 18 at 127:11-128:1 (Qualcomm was considering [REDACTED])

[REDACTED]

[REDACTED]” Ex. 19 at -199.

16. In [REDACTED] core Cortex-M55 (codenamed [REDACTED]). Ex. 20. Qualcomm [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]. Ex. 21 (Cochron) at 118:5-119:12.

17. Having not received an offer from Arm for any of the [REDACTED]

cores, Qualcomm [REDACTED]

[REDACTED] Ex. 22.

V. ARM'S [REDACTED]

18. On October 24, 2024, Arm [REDACTED]

Ex. 24. [REDACTED]

[REDACTED] *Id.*; Ex. 23; Ex. 25 at -055; Ex. 26 at ¶¶ 51-54,

Fig. 7.

19. The [REDACTED]

[REDACTED] Ex. 24.

20. In response to Qualcomm's interrogatory, Arm stated that it [REDACTED]

[REDACTED], pursuant to [REDACTED] of the TLA, because

[REDACTED] Ex. 38 at 60-61.

Arm contends it [REDACTED]

[REDACTED] *Id.* Arm has not yet produced the [REDACTED]

agreement, pending [REDACTED] motion for protective order. *See* D.I. 323.

21. [REDACTED]

[REDACTED] Ex. 37 at -847. [REDACTED]

[REDACTED] Ex. 24. [REDACTED]

Ex. 37 at -847. [REDACTED]

Ex. 24.

22. Arm [REDACTED]

[REDACTED] Ex. 28

(Shivashankar) at 67:12-67:20, 85:20-86:6, 87:25-88:7. Aside from [REDACTED] and [REDACTED]

Arm's witnesses [REDACTED]

[REDACTED]. Ex. 29 (Bhatnagar) at 35:20-37:20, 42:2-6; Ex. 28 (Shivashankar) at 90:9-16; Ex. 30 (Fonseca) at 23:3-24; Ex. 27 (Youssef) at 71:8-72:9.

23. To date, Arm has produced agreements for [REDACTED] third parties [REDACTED] [REDACTED] Ex. 32 at Fig. 2; Ex. 50 at -770; Ex. 33 at -990; Ex. 51 at -383; Ex. 52 at -45; Ex. 53; Ex. 54 at -557; Ex. 55 at -606; Ex. 56 at -694; Ex. 57 at -311.

24. Four of those [REDACTED] third parties [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]

VI. QUALCOMM'S HARM FROM BREACH OF CONTRACT

25. Qualcomm's 30(b)(6) witness on topics related to the TLA breach claims, Larissa Cochron, explained that Qualcomm [REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]” Ex. 21 (Cochron) at 118:20-119:12; Ex. 61. [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

26. Qualcomm has paid Arm [REDACTED]
[REDACTED]
[REDACTED] Ex. 49 at Attachment 4.0; Ex. 47 (Britven) at 291:15-

25.

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October 24, 2025

CERTIFICATE OF SERVICE

I hereby certify that on October 24, 2025, I caused the foregoing to be electronically filed with the Clerk of the Court using CM/ECF, which will send notification of such filing to all registered participants.

I further certify that I caused copies of the foregoing document to be served on October 24, 2025, upon the following in the manner indicated:

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